

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

WITNESSETH:

**THE BROOKS FARM ESTATES
HOMEOWNERS ASSOCIATION, INC.,**
A Texas non-profit corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of The Brooks Farm Estates Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2020.

Notary Public, State of Texas

My Commission Expires

Exhibit “A”

- A-1 Bylaws of The Brooks Farm Estates Homeowners Association, Inc.
- A-2 First Amendment to the Bylaws of The Brooks Farm Estates Homeowners Association, Inc.
- A-3 Document Retention Policy
- A-4 Document Inspection and Copying Policy
- A-5 Alternative Payment Plan Policy

**FIRST AMENDMENT TO
THE BROOKS FARM ESTATES HOMEOWNERS ASSOCIATION, INC.
BYLAWS**

[Reduce Quorum for Election of Directors]

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

This **FIRST AMENDMENT TO THE BROOKS FARM ESTATES HOMEOWNERS ASSOCIATION, INC. BYLAWS** (this "First Amendment") is adopted by the Board of Directors of The Brooks Farm Estates Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), as of the ____ day of _____, 2020.

WITNESSETH:

WHEREAS, Parker Brooks Farm, Ltd., a Texas limited partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions [for] Brooks Farm Estates, Phase I" as Document No. 2005-0176520 at Volume 6067, Page 1796 of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, the Declaration was replaced by the Amended Declaration of Covenants, Conditions and Restrictions [for] Brooks Farm Estates, Phase I, recorded on or about December 4, 2012 as Document No. 20121204001544070 of the Real Property Records of Collin County, Texas (the "Amended Declaration"); and

WHEREAS, The Brooks Farm Estates Homeowners Association, Inc. Bylaws were adopted by the Board of Directors (the "Bylaws"); and

WHEREAS, Section 209.00593 of the Texas Property Code provides that notwithstanding any provision in a dedicatory instrument, any board member whose term has expired must be elected by owners who are members of the property owners association and that the board of a property owners' association may amend the bylaws of the association to provide for elections to be held as required by Section 209.00593(a) of the Texas Property Code; and

WHEREAS, pursuant to Section 209.00593 of the Texas Property Code, the Board of Directors of the Association has approved of the following amendment to the Bylaws.

NOW, THEREFORE, the Bylaws are amended as follows:

1. Amend Article X, Section 6 of the Bylaws by adding a new sub-paragraph (c) as follows:

(c) Notwithstanding any provision contained in the Declaration or these Bylaws to

the contrary, in order to comply with Section 209.00593 of the Texas Property Code, which is entitled "Election of Board Members," if at the originally-called annual meeting the quorum requirements set out above are not attained, the following reduced quorum and procedures will be implemented to provide for the election of directors:

The Secretary will announce that the required quorum of Members was not obtained for the annual meeting of the Members. Immediately after the announcement, and at the same meeting, the quorum for election of the Board of Directors is reduced to Members representing twenty percent (20%) or greater of the total votes of the Association. If the 20% quorum is achieved, no business may be conducted other than voting on the election of the Board of Directors. If a 20% quorum for election of directors is not achieved, the Board may adjourn the meeting in order to reconvene at a later date in order to elect directors. At the reconvened meeting, the Members present, in person or by other legal means, will constitute a quorum for the sole purpose of conducting a meeting to elect directors. Except for voting on electing directors, no other business may be conducted at this reconvened election meeting.

2. Except as amended by this First Amendment, the Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the _____ day of _____, 2020.

**THE BROOKS FARM ESTATES
HOMEOWNERS ASSOCIATION, INC.,**
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of The Brooks Farm Estates Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

THE BROOKS FARM ESTATES HOMEOWNERS ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of The Brooks Farm Estates Homeowners Association, Inc. (the “Association”) is required to adopt a document retention policy for the Association’s books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association’s books, records and related documents, and the same are to be known as the “Document Retention Policy” of the Association.

1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit “A” is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association’s operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit “A”, but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.

This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

IT IS FURTHER RESOLVED that this Document Retention Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on _____, and has not been modified, rescinded or revoked.

DATE: _____

Secretary

APPENDIX A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including but not limited to the Amended Declaration of Covenants, Conditions and Restrictions [for] Brooks Farm Estates, Phase I (the “Declaration”), the Bylaws of The Brooks Farm Estates Homeowners Association, Inc. (the “Bylaws”), the Certificate of Formation of The Brooks Farm Estates Homeowners Association, Inc. (the “Articles”), design guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto	Permanently
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B. FINANCIAL RECORDS

Financial records, including each year’s budget, tax returns, audits of the Association’s financial books and records, copies of all bills paid by the Association or to be paid, the Association’s checkbooks and check registers	7 years
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C. RECORDS OF OWNERS’ ACCOUNTS

Owners’ account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner	5 years
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D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)	4 years after expiration or termination
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E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)	7 years
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THE BROOKS FARM ESTATES HOMEOWNERS ASSOCIATION, INC.

DOCUMENT INSPECTION AND COPYING POLICY

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of The Brooks Farm Estates Homeowners Association, Inc. (the “Association”) is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association’s books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association’s books and records, and the same are to be known as the “Document Inspection and Copying Policy” of the Association (hereinafter the “Policy”).

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association’s books and records in response to an owner’s request to inspect the Association’s records.

2. Records Defined. The Association’s books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney’s files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, including personnel files, or any books and records that identify the violation history of an individual owner, an owner’s financial information, including records of payment or nonpayment of amounts due the Association, an owner’s contact information (other than the owner’s address) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association’s Records. Every owner of a lot in the Association is entitled to inspect and copy the Association’s books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association’s books and records as the owner’s agent, attorney, or certified public accountant. The owner and/or the owner’s designated representative are referred to herein as the “Requesting Party.”

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association’s books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the

Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:

The Brooks Farm Estates Homeowners Association, Inc.
c/o Bobby Mathew
6606 Overbrook Drive
Parker, TX 75002
bobbymathew@gmail.com

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10th business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10th business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce

and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30th business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the governing documents of The Brooks Farm Estates Homeowners Association, Inc. are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Document Inspection and Copying Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on _____, and has not been modified, rescinded or revoked.

DATE: _____

Secretary

THE BROOKS FARM ESTATES HOMEOWNERS ASSOCIATION, INC.

ALTERNATE PAYMENT PLAN POLICY

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of The Brooks Farm Estates Homeowners Association, Inc. (the “Association”) is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are established for the establishment of an alternate payment schedule, and the same are to be known as the “Alternate Payment Plan Policy” of the Association (hereinafter the “Policy”).

1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. Eligibility. To be eligible for a payment plan pursuant to the Association’s alternate payment plan schedule, an Owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner’s initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association or its managing agent.
- b) Term. The term of the payment plan or schedule is twelve (12 months and the Owner must make an initial payment of twenty percent (20%) of the total amount

owed with the submission of the Owner's payment plan. The remaining balance will be paid in four (4) equal quarterly installments, with the first of the four (4) installments due one (1) month following submission of the payment plan with each payment made on the 1st day of the respective month.

- c) Date of Partial Payments under Plan. The Owner must make all additional quarterly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each quarter. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the Prime Rate as quoted by the bank that the Association is utilizing at the time of preparing the payment plan. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan at a rate of \$15.00 per hour, as well as a monthly monitoring fee of no less than \$5.00 per month.
- g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor longer than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these

guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the governing documents of The Brooks Farm Estates Homeowners Association, Inc. are hereby incorporated herein by reference.

7. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

IT IS FURTHER RESOLVED that this Alternate Payment Plan Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on _____, and has not been modified, rescinded or revoked.

DATE: _____

Secretary

THE BROOKS FARM ESTATES HOMEOWNERS ASSOCIATION, INC.

BROOKS FARM ENTRY SECURITY CAMERA POLICY

Purpose

The purpose of this Brooks Farm Entry Security Policy is to ensure that Brooks Farm residents are aware that The Brooks Farm Estates Homeowners Association, Inc. (“**Association**”) has or will be installing and maintaining security cameras in the Brooks Farm community. To ensure that video surveillance is not abused or misused, the Board of Directors agreed that a security policy should be enacted to govern the use and access to the video surveillance.

Underlying Principals

The safety of the community and community property is of utmost importance to Brooks Farm residents. Accordingly, the Association is installing video surveillance in an effort to help keep property and residents safe. The Association hopes that the video surveillance will provide not only a deterrent to inappropriate behavior, but may be used as a means of identification in the event of damage, theft, or other criminal activity.

Policy Statement

The Association recognizes the need to balance an individual’s right to privacy and the need to seek to ensure the safety and security of the neighborhood and its residents. The Association therefore has adopted a policy that it believes upholds these rights, but also provides reasonable mechanisms to seek to protect the community. The Association reserves the right to modify or discontinue video recording at any time.

Introduction

Brooks Farm Estates will have security cameras at both entrances to help identify vehicles and people entering and exiting our community for security purposes.

Camera Placement

The Association’s initial plan is to install three (3) cameras at both entrances: two (2) license plate recognition cameras pointing in opposite directions, and one (1) broad view camera for a more overall view of vehicles and their occupants. Accordingly, there will be one (1) broad view camera and two (2) license plate recognition cameras at each of the entrances located at Audubon Drive and Overbrook Drive. The Association may modify, update, or add cameras as it determines from time to time in furtherance of this policy.

Video Recordings

- Digital video recordings will be stored on a rolling 30-day basis, subject to the equipment and storage capacity of the devices. Any footage after 30 days will be deleted.
- The Association has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device when capacity of the device has been exhausted or as otherwise provided above.
- Specific records relating to evidence or investigations which need to be retained, may be copied onto portable media and stored for as long as required based on the investigation type.
- Other than routine maintenance, recordings will only be viewed by Board Members (or their assigned designee) when there is a request by a Brooks Farm resident because of vandalism, property damage, litigation evidence, criminal activity, insurance investigation, suspicious activity, or another security related incident.
- Only present Association Board Members (or their assigned designee) will view and release footage to law enforcement when requested.
- Residents should report any vandalism, theft, or other security related incidents to law enforcement first, so law enforcement may request footage and properly investigate the matter.
- Requests for video surveillance footage shall be directed to the Association. Release of pertinent footage to homeowners shall only be allowed upon majority agreement of the Board of Directors and only in response to an event which has occurred, including but not limited to vandalism, property damage, litigation evidence, criminal activity, insurance investigation, suspicious activity or another security related incident.

Signage

Brooks Farm Estates will have a sign at each entrance indicating that our community uses surveillance cameras. We believe the signage itself will be a possible deterrent to crime.

Disclaimer

Brooks Farm Estate entrance cameras will provide no guarantees. The cameras are only used as a possible deterrent and in an effort to assist with investigations. The Association does not represent or warrant that the equipment will always be functioning or that it will in fact deter or otherwise assist in identifying any criminal activity. There will be times when the cameras or system are down for maintenance, service or repair. The Association expressly disclaims all representations, warranties, and liability arising in connection with any failure to deter or investigate any matter.

THE BROOKS FARM ESTATES HOMEOWNERS ASSOCIATION, INC
A Texas non-profit corporation

By: _____

Name: _____

Title: _____

MANAGEMENT CERTIFICATE

THE BROOKS FARM ESTATES HOMEOWNERS ASSOCIATION, INC.

PARKER, TX 75002

Name of the Subdivision: Brooks Farm Estates

Name of the Association: The Brooks Farm Estates Homeowners Association, Inc.

Recording Data for the Subdivision: Final Plat of Brooks' Farm Estates Phase I, recorded on or about December 16, 2005 under Instrument/Document Number 20051216001765100 of the Real Property Records of Collin County, Texas; and

Final Plat of Brooks Farm Estates Phase II, recorded on or about October 17, 2006 under Instrument/Document Number 20061017010004510 of the Real Property Records of Collin County, Texas.

Recording Data for the Declaration: Amended Declaration of Covenants, Conditions and Restrictions [for] Brooks Farm Estates, Phase I" recorded on or about December 4, 2012 as Document No. 20121204001544070 of the Real Property Records of Collin County, Texas.

Name and Mailing Address of the Association:

The Brooks Farm Estates Homeowners Association, Inc.
6606 Overbrook Dr.
Parker, TX 75002

Association's Designated Representative and Mailing Address

Bobby Mathew
6606 Overbrook Dr.
Parker, TX 75002

THE BROOKS FARM ESTATES HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the ____ day of _____, 2020,
by _____, the _____ of **The Brooks Farm Estates Homeowners
Association, Inc.**, a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public in and for the State of Texas